

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM433927

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Advantage RN, LLC		07/01/2017	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARNC Holdco, LLC		
<b>Street Address:</b>	c/o Cross Country HealthCare		
<b>Internal Address:</b>	5201 Congress Avenue		
<b>City:</b>	Boca Raton		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33487		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3917096	ADVANTAGE RN	
<b>Registration Number:</b>	3917124	ADVANTAGE ALLIED	
<b>Registration Number:</b>	3919605	ADVANTAGE LOCUMS	
<b>Registration Number:</b>	4408076	ARN HEALTHCARE STAFFING ADVANTAGE RESOUR	
<b>Registration Number:</b>	4859454	ADVANTAGE LOCUMS	
<b>Registration Number:</b>	4913489	ADVANTAGE ON CALL	
<b>Registration Number:</b>	5005906	ADVANTAGE RN	
<b>Registration Number:</b>	5015628	ARN HEALTHCARE STAFFING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2129693000		
<b>Email:</b>	trademark@proskauer.com		
<b>Correspondent Name:</b>	Madeleine Barenholtz		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		

CH \$215.00 3917096

<b>ATTORNEY DOCKET NUMBER:</b>	22742-001
<b>NAME OF SUBMITTER:</b>	Madeleine Barenholtz
<b>SIGNATURE:</b>	/Madeleine Barenholtz/
<b>DATE SIGNED:</b>	07/05/2017
<b>Total Attachments: 3</b> source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif	

ASSIGNMENT

This ASSIGNMENT is made as of July 1, 2017 by and between Advantage RN, LLC ("Assignor"), and ARNC Holdco, LLC ("Assignee").

WHEREAS, Assignor owns the trademarks, service marks and trade names, pending applications and registrations listed on Exhibit A attached hereto and all of the good will associated with these trademarks, service marks and trade names, pending applications and registrations (collectively, the "Trademark");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor hereby sells, transfers, conveys, and assigns to Assignee all right, title, and interest in and to the Trademark, together with the goodwill symbolized thereby, including all rights to sue and recover for past infringement.

Assignor agrees to execute all documents and assist in all proceedings (at the sole cost and expense of the Assignee) to perfect, register, or record the rights of the Assignee to the Trademark as Assignee may reasonably deem appropriate.

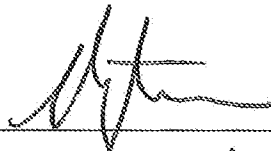
IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the date first above written.

ASSIGNOR:

ASSIGNEE:

ADVANTAGE RN, LLC

ARNC HOLDCO, LLC

By: 

By: \_\_\_\_\_

Name: MATTHEW R. PIERCE

Name: \_\_\_\_\_

Title: CEO

Title: \_\_\_\_\_

**ASSIGNMENT**

This ASSIGNMENT is made as of July 1, 2017 by and between Advantage RN, LLC (“Assignor”), and ARNC Holdco, LLC (“Assignee”).

WHEREAS, Assignor owns the trademarks, service marks and trade names, pending applications and registrations listed on Exhibit A attached hereto and all of the good will associated with these trademarks, service marks and trade names, pending applications and registrations (collectively, the “Trademark”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor hereby sells, transfers, conveys, and assigns to Assignee all right, title, and interest in and to the Trademark, together with the goodwill symbolized thereby, including all rights to sue and recover for past infringement.

Assignor agrees to execute all documents and assist in all proceedings (at the sole cost and expense of the Assignee) to perfect, register, or record the rights of the Assignee to the Trademark as Assignee may reasonably deem appropriate.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the date first above written.

**ASSIGNOR:**

**ASSIGNEE:**

ADVANTAGE RN, LLC

ARNC HOLDCO, LLC

By: \_\_\_\_\_

By: William J. Burns

Name: \_\_\_\_\_

Name: William J. Burns





Title: \_\_\_\_\_

Title: Vice President

**EXHIBIT A**

**Trademarks**

**Federal Registrations:**

Mark	Registration Date	Registration No.	Class No.	Registrant
	02/28/2011	3,917,096	35 Temporary staffing	Advantage RN, LLC
	02/08/2011	3,917,124	35 Temporary staffing	Advantage RN, LLC
	02/15/2011	3,919,605	35 Temporary staffing	Advantage RN, LLC
	09/24/2013	4,408,076	35 Temporary staffing	Advantage RN, LLC
ADVANTAGE LOCUMS word mark	11/24/2015	4,859,454	35 Temporary staffing	Advantage RN, LLC
ADVANTAGE ON CALL word mark	03/08/2016	4,913,489	35 Temporary staffing	Advantage RN, LLC
ADVANTAGE RN word mark	07/26/2016	5,005,906	35 Temporary staffing	Advantage RN, LLC
ARN HEALTHCARE STAFFING word mark	08/09/2016	5,015,628	35 Temporary staffing	Advantage RN, LLC

**State Registration (Trade Name):**

Mark	Registration Date	Registration No.	Registered Agent
CAC EMPLOYMENT SERVICES	12/09/2009	1900754 OH	Advantage RN, LLC